

## AMENDED SANITARY SEWER EASEMENT

This Amended Sanitary Sewer Easement (“Agreement”) is made October 15, 2020, by and between Rochester University, a Michigan nonprofit corporation (the “University”), whose address is 800 West Avon Road, Rochester Hills, Michigan 48307, Pulte Homes of Michigan LLC, a Michigan limited liability company (“Pulte”), whose address is 2800 Livernois Road, Building D, Suite 320, Troy, Michigan 48083, and the City of Rochester Hills, a Michigan municipal corporation (the “City”), whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

### RECITALS

- A. The University is the owner of certain land located in the City of Rochester Hills and described on attached Exhibit A (the “University Property”).
- B. Pulte purchased certain property from the University located in the City of Rochester Hills and described on attached Exhibit B (“Pulte Property”).
- C. The University Property and the Pulte Property were at one time one parcel of land owned by the University.
- D. Prior to the sale of the Pulte Property to Pulte, the University, formerly known as Michigan Christian College, previously granted the City two separate utility easements for the construction, installation, repair, maintenance and replacement of sanitary sewer lines over, across and within those portions of the University Property and Pulte Property as further described and depicted in (i) the Sanitary Sewer Easement dated November 29, 1988, and recorded in Liber 10800, Page 27, Oakland County Records, and (ii) Sanitary Sewer Easement dated January 11, 1989, and recorded in Liber 10799, Page 197 (collectively the “Existing Sanitary Sewer Easement Areas”), and dedicated to the City, for public purposes the sanitary sewer and appurtenances located within the Existing Sanitary Sewer Easement Areas (collectively the “Existing Sanitary Sewer Easements”).
- E. In connection with the future development of the Pulte Property into a residential condominium project by Pulte, the University, Pulte (each in relation to their respective properties) and the City would like to amend the Existing Sanitary

Sewer Easements to (i) designate and provide for the construction, installation, repair, maintenance and replacement of additional sanitary sewer lines and related appurtenances (“Improvements”) over, across and within those portions of the University Property and Pulte Property as further described and depicted on Exhibit C attached hereto (“Additional Sanitary Sewer Area”), and (ii) to designate portions of the Existing Sanitary Sewer Easement Areas which will be vacated and abandoned upon installation of the Improvements in the Additional Sanitary Sewer Area as further described and depicted on Exhibit C (the “Vacated Sanitary Sewer Area”).

- F. The City, University and Pulte each desire that until the completion of the Improvements in the Additional Sanitary Sewer Area that the terms of the Existing Sanitary Sewer Easement remain in effect. Only upon completion of the Improvements in the Additional Sanitary Sewer Area is it intended that those improvements be dedicated to the City for public purposes and shall be incorporated into the Existing Sanitary Sewer Easement. Similarly, those improvements and portions of the Existing Sanitary Sewer Easements located in the Vacated Sanitary Sewer Area shall only be vacated and abandoned upon completion of the Improvements.

#### AGREEMENT

NOW THEREFORE, in consideration of under One Hundred Dollars (\$100), the receipt and sufficiency is hereby acknowledged, Owner grants to City as follows:

1. **Grant of Additional Sanitary Sewer Area.** The University and Pulte, each in regards to their respective properties, hereby grant to the City and its consultants, contractors, engineers, agents and employees perpetual easements over, across and within the Additional Sanitary Sewer Area for purposes of construction, maintenance, inspection, repair and replacement of the Improvements located within the Additional Sanitary Sewer Area together with the right of access, ingress and egress over and across the Property for purposes of such construction, maintenance, inspection, repair and replacement of the sanitary sewer lines and appurtenances.

2. **Vacating of Vacated Sanitary Easement Area.** Upon completion of the Improvements within the Additional Sanitary Sewer Area, the Existing Sanitary Sewer Easement is hereby amended to vacate the portion of the Existing Sanitary Sewer Easement located in the Vacated Sanitary Sewer Area and to abandon the sanitary sewers improvements located therein. Upon such abandonment, the City shall have no further obligations related to the Vacated Sanitary Sewer Area or any portion of the sanitary sewer line and appurtenance located therein.

3. **Dedication.** Upon completion of the Improvements within the Additional Sanitary Sewer Area, the University and Pulte, each with regard to their respective properties, hereby dedicate to the City for public purposes the Improvements located within the Additional Sanitary Sewer Area, and the City hereby accepts the dedication of the Improvements as public utilities to be maintained, inspected, repaired and replaced by the City. The City agrees to repair any damage to the surface of the Additional Sanitary Sewer Area resulting from its inspection, maintenance, repair or replacement of the sanitary sewer lines and appurtenances Improvements within the

Additional Sanitary Sewer Area and to restore the Additional Sanitary Sewer Area to the condition existing prior to such work by the City.

4. **Effect.** Except as modified by this Agreement, the Existing Sanitary Sewer Easement remains in full force and effect. The terms of this Agreement supersede any contrary provisions of the Existing Sanitary Sewer Easement. Capitalized terms not otherwise defined in this Agreement shall have the meaning set forth in the Existing Sanitary Sewer Easement. The Recitals are incorporated into this Agreement.

5. **Binding Effect.** The easement and dedication granted and amended pursuant to this Agreement shall run with the land and the benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the parties, each in relation to their respective properties, and their respective successors, transferees and assigns. Notwithstanding the foregoing to the contrary, Pulte and the University shall be only liable for, or have any obligations as it relates to the Improvements located within the Additional Sanitary Sewer under this Agreement on each party's respective properties. Pulte shall have no liability or obligations under this Agreement for the University Property, and the University shall have no liability or obligations under this Agreement for the Pulte Property.

6. **Counterparts.** This Agreement may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original.

This instrument is exempt from real estate transfer taxes pursuant to MCL §207505(a) and §207.526(a).

Signed as of the day and year first written above.

*(signatures on the following pages)*

**CITY OF ROCHESTER HILLS,**  
a Michigan municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
                                          )ss.  
COUNTY OF OAKLAND        )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, the foregoing Agreement was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of the City of Rochester Hills, a Michigan municipal corporation, on behalf of such corporation.

\_\_\_\_\_,  
\_\_\_\_\_, Notary Public  
Oakland County, Michigan Acting in  
\_\_\_\_\_ County  
My Commission Expires: \_\_\_\_\_

*(signatures continue on the following page)*



**PULTE HOMES OF MICHIGAN,**  
a Michigan limited liability company

By: *Paul Schyck*  
*PAUL Schyck*

Its: Vice President of *DIVISION DIRECTOR OF*  
*LAND Development*

STATE OF *MICHIGAN* )  
 )ss.  
COUNTY OF *OAKLAND* )

On this *15<sup>th</sup>* day of *October*, 2020 the foregoing Agreement was acknowledged before me by *PAUL Schyck*, the ~~Vice President of~~ *DIVISION DIRECTOR* of Pulte Homes of Michigan LLC, a Michigan limited liability company, on behalf of such company.

*\* OF LAND Development*

*Gregory J Gamalski*,  
\_\_\_\_\_, Notary Public  
\_\_\_\_\_, County, \_\_\_\_\_ Acting in  
\_\_\_\_\_, County  
My Commission Expires: \_\_\_\_\_

Gregory J. Gamalski  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires December 7, 2020  
Acting in the County of *OAKLAND*

**Drafted By:**  
Alexandra E. Dieck  
Bodman PLC  
201 S. Division Street, Suite 400  
Ann Arbor, Michigan 48104

**Return To:**  
Clerks Department  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

*John Starow*  
*Approved 11/3/20*

EXHIBIT "A"

LEGAL DESCRIPTION OF ROCHESTER UNIVERSITY PARCEL  
TAX PARCEL I.D. #15-15-451-011:

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, T3N-R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE DUE WEST, ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF W. AVON ROAD, 2794.58 FEET TO THE SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE NORTH 03°26'11" EAST 60.11 FEET ALONG THE NORTH-SOUTH 1/4 LINE TO THE POINT OF BEGINNING AND THE NORTH LINE OF SAID W. AVON ROAD, 60 FOOT HALF WIDTH; THENCE, ALONG THE NORTH LINE OF SAID W. AVON ROAD, NORTH 89°47'56" WEST 1313.10 FEET AND NORTH 88°26'03" WEST 391.01 FEET TO THE SOUTHEASTERLY LINE OF THE CLINTON RIVER "TRAIL" (FORMALLY KNOWN AS THE GRAND TRUNK WESTERN RAILROAD); THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 42°34'57" EAST 252.70 FEET; THENCE CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTHEASTERLY 797.44 FEET ON THE ARC OF A 5524.16 FOOT RADIUS CURVE TO THE RIGHT, WITH A DELTA ANGLE OF 08°16'15" AND CHORD BEARING AND DISTANCE OF NORTH 46°42'59" EAST 796.75 FEET; THENCE, CONTINUING ALONG THE SOUTHEASTERLY LINE OF SAID "TRAIL", NORTH 50°51'00" EAST 1021.05 TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG SAID SOUTH LINE, NORTH 89°38'14" EAST 244.84 FEET TO THE EAST 1/8 CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 15; THENCE, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 15, NORTH 89°45'33" EAST 27 FEET, MORE OR LESS, TO A POINT ON THE CENTER OF THE CLINTON RIVER; THENCE FOLLOWING ALONG THE CENTER OF THE CLINTON RIVER IN MEANDERING DIRECTIONS, BUT GENERALLY NORTHEASTERLY, A DISTANCE OF 1740 FEET, MORE OR LESS, DOWNSTREAM; THENCE LEAVING THE CENTER OF THE CLINTON RIVER, SOUTH 59°41'28" EAST 25 FEET, MORE OR LESS; THENCE SOUTH 22°04'32" EAST 226.40 FEET; THENCE SOUTH 71°53'04" EAST 609.74 FEET; THENCE SOUTH 02°10'13" WEST 118.12 FEET; THENCE SOUTH 01°51'27" WEST 19.46 FEET; THENCE NORTH 88°21'57" WEST 336.59 FEET; THENCE SOUTH 57°20'54" WEST 128.22 FEET; THENCE SOUTH 28°45'21" WEST 508.13 FEET; SOUTH 52°53'14" EAST 202.49 FEET; THENCE SOUTH 53°54'10" WEST 81.99 FEET; THENCE SOUTH 36°05'50" EAST 60.00 FEET; THENCE NORTH 53°54'10" EAST 179.32 FEET TO A POINT ON THE WEST BOUNDARY OF THE ROCHESTER CHURCH OF CHRIST PARCEL AS SURVEYED BY BUCKERFIELD ENGINEERING, RECORDED IN LIBER 10030, PAGES 313 & 314, OAKLAND COUNTY RECORDS; THENCE, ALONG SAID WEST BOUNDARY LINE, SOUTH 01°40'04" WEST 272.83 FEET; THENCE DUE WEST 2.50 FEET; THENCE SOUTH 01°40'04" WEST 539.97 FEET TO THE NORTH LINE OF SAID W. AVON ROAD; THENCE, ALONG SAID NORTH LINE, DUE WEST 39.55 FEET; THENCE NORTH 01°40'04" EAST 213.09 FEET; THENCE DUE WEST 212.24 FEET; THENCE DUE SOUTH 213.00 FEET TO THE NORTH LINE OF SAID W. AVON ROAD; THENCE, ALONG SAID NORTH LINE, DUE WEST 753.34 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 68.36 ACRES OF LAND AND IS SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS WHICH MAY OR MAY NOT BE OF RECORD.

Jm  
10/29/20

**EXHIBIT B**

*Legal Description of the Pulte Property*

LAND SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND STATE OF MICHIGAN, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15, DUE WEST 1793.79 FEET; THENCE NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 272.83 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 53°54'10" WEST 179.32 FEET; THENCE NORTH 36°05'50" WEST 60.00 FEET; THENCE NORTH 53°54'10" EAST 81.99 FEET; THENCE NORTH 52°53'14" WEST 202.49 FEET; THENCE NORTH 28°45'21" EAST 508.13 FEET; THENCE NORTH 57°20'54" EAST 128.22 FEET; THENCE SOUTH 88°21'57" EAST 336.59 FEET; THENCE SOUTH 01°51'27" WEST 604.32 FEET; THENCE DUE WEST 393.37 FEET; THENCE SOUTH 01°40'04" WEST 14.36 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 7.90 ACRES OF LAND.

Tax Parcel: part of 15-15-451-008  
(future 15-15-451-012)

*JM approved*



**EXHIBIT C**


*Legal Description and Depiction of Vacated Sanitary Sewer Easement Area and Additional  
Sanitary Sewer Easement Area  
(see attached)*

**SANITARY SEWER EASEMENT**

FOR: ROCHESTER UNIVERSITY  
CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

*The Umlor Group*  
49287 West Road  
Wixom, Michigan 48393  
Tel. (248) 773-7656  
Fax. (866) 690-4307

DRAWN BY: JOC  
CHKD BY: TO  
DATE: 09-29-2020  
SHT. NO.: 1 OF 1

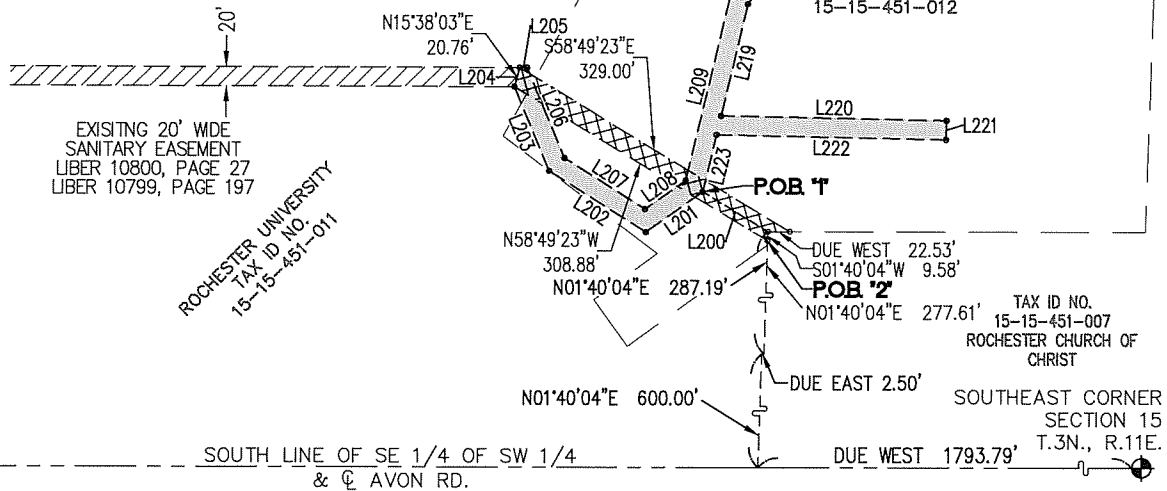
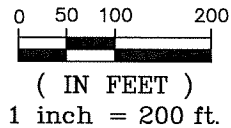


**The UMLOR Group**

LAND DEVELOPMENT SERVICES

LINE TABLE		
LINE #	DIRECTION	LENGTH
L200	N58°35'43"W	79.00'
L201	S54°30'24"W	72.36'
L202	N57°59'21"W	119.78'
L203	N22°40'45"W	95.03'
L204	N15°38'03"E	20.76'
L205	S89°56'22"E	7.73'
L206	S22°40'45"E	101.96'
L207	S57°59'21"E	100.05'
L208	N54°30'24"E	51.47'
L209	N13°17'04"E	197.13'
L210	N32°38'00"E	239.36'
L211	N73°01'17"E	64.90'
L212	S87°16'49"E	99.99'
L213	S00°41'16"W	155.73'
L214	N89°18'44"W	20.00'
L215	N00°41'16"E	136.42'
L216	N87°16'49"W	77.22'
L217	S73°01'17"W	54.07'
L218	S32°38'00"W	228.59'
L219	S13°17'04"W	119.66'
L220	S88°51'44"E	234.34'
L221	S01°08'16"W	20.00'
L222	N88°51'44"W	238.65'
L223	S13°17'04"W	61.12'

**EXHIBIT "C" - SANITARY SEWER EASEMENT AREA**



PROPOSED VACATED  
SANITARY SEWER  
EASEMENT AREA



EXISTING SANITARY  
SEWER EASEMENT  
AREA TO REMAIN



PROPOSED ADDITIONAL  
SANITARY SEWER  
EASEMENT AREA



**LEGAL DESCRIPTION FOR PROPOSED SANITARY SEWER EASEMENT**

EASEMENT SITUATED IN THE CITY OF ROCHESTER HILLS, COUNTY OF OAKLAND, STATE OF MICHIGAN, BEING PART OF THE SOUTHEAST 1/4 SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF AVON ROAD, DUE WEST 1793.79 FEET TO THE WEST BOUNDARY LINE OF THE ROCHESTER CHURCH OF CHRIST PARCEL; THENCE ALONG SAID WEST BOUNDARY LINE OF ROCHESTER CHURCH OF CHRIST, NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 287.19 FEET; THENCE NORTH 58°35'43" WEST 79.00 FEET TO POINT OF BEGINNING #1; THENCE SOUTH 54°30'24" WEST 72.36 FEET; THENCE NORTH 57°59'21" WEST 119.78 FEET; THENCE NORTH 22°40'45" WEST 95.03 FEET; THENCE NORTH 15°38'03" EAST 20.76 FEET; THENCE SOUTH 89°56'22" EAST 7.73 FEET; THENCE SOUTH 22°40'45" EAST 101.96 FEET; THENCE SOUTH 57°59'21" EAST 100.05 FEET; THENCE NORTH 54°30'24" EAST 51.47 FEET; THENCE NORTH 13°17'04" EAST 197.13 FEET; THENCE NORTH 32°38'00" EAST 239.36 FEET; THENCE NORTH 73°01'17" EAST 64.90 FEET; THENCE SOUTH 87°16'49" EAST 99.99 FEET; THENCE SOUTH 00°41'16" WEST 155.73 FEET; THENCE NORTH 89°18'44" WEST 20.00 FEET; THENCE NORTH 00°41'16" EAST 136.42 FEET; THENCE NORTH 87°16'49" WEST 77.22 FEET; THENCE SOUTH 73°01'17" WEST 54.07 FEET; THENCE SOUTH 32°38'00" WEST 228.59 FEET; THENCE SOUTH 13°17'04" WEST 119.66 FEET; THENCE SOUTH 88°51'44" EAST 234.34 FEET; THENCE SOUTH 01°08'16" WEST 20.00 FEET; THENCE NORTH 88°51'44" WEST 238.65 FEET; THENCE SOUTH 13°17'04" WEST 61.12 FEET TO POINT OF BEGINNING #1.

**PROPOSED PARTIAL ABANDONMENT OF EXISTING SANITARY SEWER EASEMENT**

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 15, THENCE ALONG THE SOUTH LINE OF SAID SECTION 15 AND THE CENTERLINE OF AVON ROAD, DUE WEST 1793.79 FEET TO THE WEST BOUNDARY LINE OF THE ROCHESTER CHURCH OF CHRIST PARCEL; THENCE ALONG SAID WEST BOUNDARY LINE OF ROCHESTER CHURCH OF CHRIST, NORTH 01°40'04" EAST 600.00 FEET; THENCE DUE EAST 2.50 FEET; THENCE NORTH 01°40'04" EAST 277.61 FEET TO POINT OF BEGINNING #2; THENCE NORTH 58°49'23" WEST 308.88 FEET; THENCE NORTH 15°38'03" EAST 20.76 FEET; THENCE SOUTH 58°49'23" EAST 329.00 FEET TO A POINT ON THE NORTH LINE OF SAID CHURCH PARCEL; THENCE DUE WEST 22.53 FEET TO THE NORTHWEST CORNER OF SAID CHURCH PARCEL; THENCE, ALONG THE WEST BOUNDARY LINE OF SAID CHURCH PARCEL, SOUTH 01°40'04" WEST 9.58 FEET TO POINT OF BEGINNING #2.

*Approved  
Jm  
10/29/20*